JOE SANDBOX CLOUD PRO ONLINE SERVICE TERMS AND CONDITIONS OF USE 3.6

1. SCOPE OF APPLICATION

Joe Sandbox Cloud Pro is a fully automated malware analysis service ("**Service**") offered by Joe Security GmbH ("**Joe Security**"). Customers of Joe Security ("**Customer**") may, upon agreeing to these Joe Sandbox Cloud Pro Online Service Terms and Conditions of Use ("**Terms**"), submit certain files to Joe Security for analysis by the Service. Agreement to these Terms is assumed to occur at the latest upon the first submission of a Sample (as defined below) by Customer to the Service. These Terms apply to any use of the Service and form an integral part of any contract between Joe Security and its Customers for the Service.

2. SERVICE

For the purposes of these Terms and for the purposes of the Service, "**Malware**" is defined to mean any malicious software of any kind including, without limitation, trojans, viruses, rootkits and other malicious code. Customer may submit a copy of its sample file, document, URL or email suspected to contain Malware ("**Sample**") to Joe Security for analysis using the methods of submission as specified by Joe Security from time to time.

The Service will take place on dates and times determined by Joe Security. Joe Security does not warrant that it will commence or complete the Service within any particular time frame. Joe Security shall provide Support as set forth in **Exhibit A** ("Support Specification") to these Terms.

3. CUSTOMER WARRANTY

Customer warrants by submitting a Sample to Joe Security for analysis, to have the necessary rights to submit such Sample to Joe Security and not to breach the rights (including, without limitation, any intellectual property and privacy rights) of any third party. Customer further warrants to use the Service in accordance with all applicable laws and regulations and not to use Service for any unlawful purpose.

4. USE OF REPORTS AND SAMPLES

Upon analyzing the Sample, reports as well as threat intelligence, additional results and raw data (collectively, "**Report**") will be generated and provided to Customer by Joe Security in the manner determined by Joe Security from time to time. All content contained in the Report is the copyrighted work of Joe Security.

Customer is permitted to reprint the whole or part of the Report, provided that the reprint:

(a)   clearly and prominently states that the content was created by Joe Security;

(b)   contains a link to www.joesecurity.org

Joe Security may use the Samples and the information contained in the Report to improve the Service.

5. AUTHORIZED USERS

Customer´s account can only be accessed by Customer´s authorized personnel ("**Authorized Users**") entering their personal usernames and passwords. Customer shall be responsible for maintaining the security and confidentiality of all of its Authorized Users´ usernames and passwords. Customer shall notify Joe Security immediately of any unauthorized use of the Service, Customer´s account or of any username and/or password of an Authorized User. Further, whenever an Authorized User stops working for Customer or no longer has a business need to access Customer´s account, Customer shall immediately notify Joe Security of the change. Customer shall be responsible for all activities that occur under Customer's account and shall be liable for the actions of its Authorized Users. If and to the extent that Authorized Users´ consents are required for the disclosure of their names to Joe Security and/or the use of the Service by Authorized Users, Customer shall ensure that the full and informed consents of Authorized Users are obtained.

6. FEES

Unless otherwise specified by Joe Security to the contrary, the Service and Reports are provided at the rates agreed between Joe Security and Customer. Joe Security offers the Service in four different accounts outlined at https://www.joesecurity.org/joe-sandbox-cloud#subscriptions. Joe Security may change the account types and features at any time.

7. CUSTOMER INDEMNITY

Customer agrees to indemnify Joe Security and its third party licensors and to keep Joe Security and its third party licensors harmless of any loss, cost, expense or damage (including full legal costs) which Joe Security and its third party licensors suffer or incur as a direct or indirect result of:

(a)   any breach of a warranty or other obligation contained in these Terms by Customer; or

(b)   any action, claim, proceeding or demand instituted or made against Joe Security by a third party claiming that Joe Security's Report and/or use of the Sample infringes any rights of any third party.

8. CONFIDENTIALITY

Joe Security will keep in confidence and not disclose to any third party the identity of its Customers, subject to any statutory disclosure requirements. Joe Security does not publish details of any Sample uploaded by Customer and corresponding Reports on its website and/or through any media releases. Customer shall keep in confidence and not disclose to any third party the contents of all Joe Security quotes submitted to Customer (including, without limitation, the documents referred to in such quotes).

9. DATA PROTECTION AND SECURITY

Joe Security complies with the legislation in force concerning the treatment of personal data, to the extent applicable to Joe Security´s provisioning of the Service. Customer complies with the legislation in force concerning the treatment of personal data, to the extent applicable to Customer´s use of the Service.

Customer shall ensure that the Sample contains no personal data or if so, that Customer has the full and informed consent of the respective individual or another lawful basis to transfer such personal data. Customer shall be responsible for any conflict arising out of Customer´s submission of personal data involved in the respective Sample.

If (i) Customer is established within the European Economic Area or Switzerland and (ii) Joe Security processes personal data on behalf of Customer in the course of the provisioning of the Service, the *Data Processing Agreement*[1] shall apply and form an integral part of these Terms.

Joe Security shall take adequate measures to protect its infrastructure from intrusion and unauthorized access by third parties. However, it is not possible to guarantee total protection from intrusion and unauthorized access (including, without limitation, eavesdropping).

10. INTELLECTUAL PROPERTY RIGHTS

For the purposes of these Terms, the term "intellectual property rights" will mean all intellectual property rights of any kind whatsoever throughout the world, whether existing now or in the future, including, without limitation, all rights in copyright, trademarks, patents and designs (whether such rights are registered or not).

Customer acknowledges and agrees that the intellectual property rights and all rights in any test results, Reports or other materials generated by Joe Security under or in connection with these Terms will be owned by Joe Security and/or its third party licensors. Customer agrees not to have any claim or ownership over such intellectual property rights.

11. REPRODUCTION, MODIFICATION AND ABUSE OF SERVICE

Except as expressly set forth in these Terms, Customer must not do any of the following:

(a)   Use, reproduce, modify or prepare derivative works of the Service or any portion of the Service; and/or

(b)   Transfer, encumber, sublicense, disclose, rent, lease, offer for timesharing or distribute the Service or any portion of the Service; and/or

(c)   Develop and test offensive malware or evasive technologies to bypass malware detection included in the Service; and/or

(d)   Reverse engineer, decompile, disassemble or otherwise attempt to determine the source code, ideas, algorithms or structure of copyrighted or protected software; and/or

(e)   Bypass limitations contained in the Service or in the subscription purchased by Customer; and/or

(f)   Generate testing or evaluation results of the Service or any portion of the Service to be included or used in academic, conferences or media papers, thesis or other research work; and/or

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[1] The *Data Processing Agreement* is available under https://www.joesecurity.org/resources/DPA_CloudPro.pdf

(g)   Submit Samples which are related to pornographic, obscene, nude, graphically violent, and other inappropriate or illegal content; and/or

(h)   Attack or otherwise attempt to disrupt the Service or any portion of the Service or a server used for the provision of the Service; and/or

(i)   Attempt to obtain passwords or other non-public information from any other user of the Service and/or collect such information regarding any other user of the Service; and/or

(j)   Create a false identity or impersonate any person.

In addition, Customer must not do any of the following with regard to the Service or any portion of the Service: reverse engineer, decompile, disassemble or otherwise attempt to determine the source code, ideas, algorithms or structure underlying any of the Service, except to the extent that Customer is permitted to do so by compelling applicable law despite the foregoing restriction.

12. LIMITATION OF LIABILITY

Customer hereby acknowledges that the analysis and Reports generated by the Service cannot be guaranteed to be error free or free of any defects. In particular, without limitation, Joe Security does not guarantee that Service will detect and/or report all Malware or correctly detect or report any threat contained in any Sample submitted by Customer. Customer agrees that Customer will use its independent judgment in its analysis of the contents of any Report and will not rely on the results of any Report for any purpose. Customer makes use of the contents of any Report at its own risk.

Except as expressly set out in these Terms:

(a)   Joe Security makes no warranties in relation to the Service or the content of any Reports, including, without limitation, warranties as to the performance or fitness for purpose of the Service or the Reports (other than Joe Security is entitled to grant to Customer the right to use Service as set out in these Terms); and

(b)   CUSTOMER WILL NOT UNDER ANY CIRCUMSTANCES HAVE ANY CAUSE OF ACTION AGAINST, OR RIGHT TO CLAIM OR RECOVER FROM JOE SECURITY OR ITS THIRD PARTY LICENSORS FOR OR IN RESPECT OF ANY LOSS, DAMAGE OR INJURY ARISING FROM THE USE OF SERVICE, ANY SERVICE, ANY REPORT, OR ANY BREACH OF THESE TERMS.

JOE SECURITY AND/OR ITS THIRD PARTY LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ECONOMIC LOSS) ARISING OUT OF A BREACH OF THESE TERMS, ARISING FROM YOUR USE OF SERVICE OR ARISING OUT OF THE SUPPLY OF A DEFECTIVE REPORT.

JOE SECURITY WILL NOT BE LIABLE FOR THE USE OF THE SERVICE WITH THE TECHNICAL OPTION "ALLOW FULL INTERNET ACCESS" OR "ENABLE VPN INTERNET ACCESS" ENABLED. IN NO EVENT SHALL JOE SECURITY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGE RESULTING FROM OR RELATED TO THE USE OF THE SERVICE WITH THE TECHNICAL OPTION "ALLOW FULL INTERNET ACCESS" OR "ENABLE VPN INTERNET ACCESS" ENABLED INCLUDING BUT NOT LIMITED TO LOSS OF

DATA. CUSTOMER HEREBY ACKNOWLEDGE TO UNDERSTAND THE TECHNICAL OPTION "ALLOW FULL INTERNET ACCESS" OR "ENABLE VPN INTERNET ACCESS" OF SERVICE AND ITS RISK OF USE.

CUSTOMER AGREES THAT IF JOE SECURITY IS IN BREACH OF THESE TERMS, THE MAXIMUM AGGREGATE LIABILITY OF JOE SECURITY OR ITS THIRD PARTY LICENSORS TO CUSTOMER FOR ANY AND ALL BREACHES OF THESE TERMS WILL BE THE LOWER OF EITHER THE FEES PAID BY THE CUSTOMER UNDER THESE TERMS IN THE 12 MONTHS PREDATING THE EVENT OR FIFTY THOUSAND (CHF 50,000) SWISS FRANCS.

IF NO AMOUNTS ARE PAID TO JOE SECURITY BY CUSTOMER UNDER THESE TERMS, THEN THE MAXIMUM AGGREGATE LIABILITY OF JOE SECURITY TO CUSTOMER FOR ANY AND ALL BREACHES OF THESE TERMS WILL BE CAPPED AT ONE SWISS FRANC.

Customer acknowledges to have exercised its independent judgment in using Service and any Report and have not relied upon any representations made by Joe Security which have not been stated expressly in these Terms or upon any descriptions or illustrations or specifications contained in any document, including, without limitation, catalogues or publicity material, produced by Joe Security.

13. MISCELLANEOUS

Customer shall set an email address as emergency contact ("**Emergency Contact Address**") in Customer's account. Joe Security may use such Emergency Contact Address for the provision of security related notifications, communications and/or information under these Terms. Customer shall update the Emergency Contact Address set in Customer's account, if necessary, and thereby ensure that Joe Security always has an up-to-date and correct Emergency Contact Address in place. Joe Security shall not be obliged to use a contact address other than the Emergency Contact Address set in Customer's account for the provision of security related notifications, communications and/or information under these Terms.

Joe Security may update these Terms by modifying and/or amending them at any time. In case that Joe Security updates these Terms, Joe Security shall inform Customer thereof by making the updated version of these Terms (the "**Updated Terms**") available to Customer's Authorized Users, so that they can take note of the Updated Terms prior to their next submission of a Sample for analysis. Acceptance of the Updated Terms by Customer is assumed to occur as soon as one of Customer's Authorized Users agrees to the Updated Terms by ticking a corresponding box in Customer's account. If Customer does not accept the Updated Terms, Customer may terminate the contractual relationship for the Service between Customer and Joe Security prematurely (at a time to be specified by Customer), with reference to the not accepted Updated Terms. For the avoidance of doubt, such premature termination by Customer shall not entitle Customer to reclaim any remuneration or fee paid in advance or to any compensation whatsoever.

Joe Security shall be entitled to commission third parties with services when providing the Services.

No failure or omission to carry out or observe any provision of these Terms will give rise to a claim by Customer against Joe Security or result in a breach of these Terms by Joe Security, if such failure or omission arises by reason of delay or inability to perform caused by technology failure, communications failure, war, whether declared or not, civil rebellion, strike, fire, storm or other

severe action of the elements, accident, government or statutory restriction or from other similar causes which are unavoidable or beyond the reasonable control of Joe Security.

No single or partial exercise by any party of any right, power or remedy under these Terms will preclude any other or further exercise of that or any other right, power or remedy. The rights, powers or remedies provided in these Terms are cumulative with and not exclusive of any rights, powers or remedies provided independently of these Terms.

Joe Security may transfer its rights and obligations under these Terms to any person with or without notice to Customer. Customer must not assign its rights or obligations under these Terms without Joe Security's prior written consent (which may be withheld).

Exhibit B ("Feature Specific Regulations") shall apply to certain features / options of the Service as specified in **Exhibit B** and shall form an integral part of these Terms.

14. GOVERNING LAW AND JURISDICTION

These Terms and any disputes arising from or in connection with these Terms shall be governed by Swiss Laws, to the exclusion of the conflict of laws provisions and the provisions of the UN Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction is Reinach, Baselland. Joe Security shall be entitled to enforce its rights in any other competent court.

Exhibits

Exhibit A – Support Specification
Exhibit B – Feature Specific Regulations

Exhibit A:

Support Specification

1. Scope of Joe Security´s Support

Customer may open a support ticket ("Support Ticket") via:

- Email: support@joesecurity.org
- Webpage: https://www.joesecurity.org/support

Joe Security´s Support shall be available from 8:00am until 5:00pm, Monday through Friday, CET (GMT +1:00) and CEST (GMT +2:00) during daylight savings time in the summer, excluding all Swiss national holidays ("Standard Support Hours").

Joe Security only provides Support in terms of impairments or malfunctions of the Service as specified in Section 2.2 below.

For technical and general questions about the analysis results or functionality of the Service a separate support subscription can be purchased.

1.1 Reporting False Positives/Negatives

Customer can report false positive/negative via the communication methods specified in Section 1 above. The reporting of a false positive/negative does not mean Joe Security will provide support for this specific issue.

2. Prioritization, Severity Levels and Response Times

In the event of an impairment or a malfunction of the Service, Joe Security will determine the Severity Level (as defined in Section 2.2 below) in its sole discretion in each case. Depending on the relevant Severity Level, Joe Security will prioritize as described in Section 2.1 below and target the Response Times as specified in Section 2.3 below.

2.1 Prioritization

Based on the respective Severity Level (as determined by Joe Security in each case), Joe Security will prioritize as follows:

(a) High Priority: Severity 1;

(b) Medium Priority: Severity 2 and Severity 3;

(c) Low Priority: Severity 4 and suggested improvements to the Service.

2.2 Severity Levels

(a) Severity 1 – Critical Error: The Service does not work, is severely impaired or a Service malfunction leads to Customer's inability to use the Service and Joe Security has not made an acceptable workaround available.

(b) Severity 2 – Significant Error: An essential function of the Service is not available or is severely impaired and such unavailability/impairment leads to malfunctions or restricted use of the Service. Joe Security has not made an acceptable workaround available.

(c) Severity 3 – Moderate Error: Essential functions of the Service are impaired but a workaround is available or the subordinate functions of the Service are impaired. The impairment leads to slightly restricted use of the Service.

(d) Severity 4 – Minor Error: A subordinate sub-function of the Service is impaired. The impairment does not lead to restrictions in use of the Service.

For the avoidance of doubt, Joe Security shall not be obliged to provide Support in terms of impairments or malfunctions of the Service arising by reason of delay or inability to perform caused by technology failure, communications failure, war, whether declared or not, civil rebellion, strike, fire, storm or other severe action of the elements, accident, government or statutory restriction or from other similar causes which are unavoidable or beyond the reasonable control of Joe Security.

2.3 Response Times

Response Time shall mean the time between the opening of a Support Ticket in accordance with Section 1 above and Joe Security´s initial non-automated answer to the respective Support Ticket.

Joe Security will target the following Response Times:

   (a) Severity 1 (Critical Error): Four (4) hours during Joe Security's Standard Support Hours.
   (b) Severity 2 (Significant Error): One (1) Working Day.
   (c) Severity 3 (Moderate Error): Two (2) Working Days.
   (d) Severity 4 (Minor Error): Three (3) Working Days.

For the avoidance of doubt, "Working Day" shall mean Monday through Friday excluding all Swiss national holidays.

Feature Specific Regulations

1. Mail Monitor

If Customer has booked the *Mail Monitor* feature, Joe Security will set up a Customer-specific email account for the receipt of Samples from Customer. Upon completion of such setup, Customer may submit Samples to Joe Security via email by forwarding them to the corresponding email account (as specified by Joe Security). However, Joe Security does not warrant that Samples forwarded to such email account will be received successfully in each case. Joe Security shall not be liable for the non-receipt or unsuccessful receipt of Samples forwarded to such email account.

2. Live Interaction & Results

Without limiting the generality of Section 11 ("REPRODUCTION, MODIFICATION AND ABUSE OF SERVICE") above, Customer must not do any of the following while using the option *Live Interaction & Results*: download large files (> 1 GB); install P2P or crypto mining software; install large software suites (> 1 GB); send junk emails, SPAM emails, commercial or promotional emails, emails containing Malware and/or emails that infringe the rights of a third party or in any way are in breach of applicable law. Further, Customer must not use the option *Live Interaction & Results* for any other purpose than the execution of Samples and the simulation of user behavior (e.g., click on security dialogs, activate macros, etc.) to the extent required for Malware analysis.

3. Joe Sandbox AI

Without limiting the generality of Section 9 ("DATA PROTECTION AND SECURITY") above, Customer must not submit Samples containing trade secrets or other confidential information and/or personal data of the categories as specified below while using the option *Joe Sandbox AI*: (i) personal data revealing racial or ethnic origin; (ii) personal data relating to religious, philosophical, political or trade union-related views or activities; (iii) personal data containing genetic data or biometric data; (iv) personal data concerning health; (v) personal data concerning a natural person's private sphere (in particular, without limitation, the sex life or sexual orientation); and/or (vi) personal data relating to administrative or criminal proceedings, sanctions or social assistance measures.

Joe Security may terminate the option *Joe Sandbox AI* for convenience at any time by providing thirty (30) days' prior notice to Customer. In case of such termination, Joe Security shall provide Customer a pro rata refund for the remainder of the term of the subscription purchased by Customer with respect to the fees paid in advance for the option *Joe Sandbox AI*. For the avoidance of doubt, apart from such pro rata refund, Customer shall not be entitled to reclaim any compensation whatsoever.